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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.				
10/519,606	07/25/2005	Helena Lindskog	P17223-US1	2617				
27045 ERICSSON INC. 6300 LEGACY DRIVE M/S EVR 1-C-11 PLANO, TX 75024	7590 02/12/2007		<table border="1"><tr><td colspan="2">EXAMINER</td></tr><tr><td colspan="2">HOANG, SON T</td></tr></table>		EXAMINER		HOANG, SON T	
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2109								
SHORTENED STATUTORY PERIOD OF RESPONSE		MAIL DATE	DELIVERY MODE					
3 MONTHS		02/12/2007	PAPER					

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary

Application No.

10/519,606

Applicant(s)

LINDSKOG ET AL.

Examiner

Son T. Hoang

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 02 July 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 25-48 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 25-48 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 02 July 2002 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All b) ☐ Some * c) ☐ None of:
- 1) ☒ Certified copies of the priority documents have been received.
 - 2) ☐ Certified copies of the priority documents have been received in Application No. _____.
 - 3) ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

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DETAILED ACTION

1. **Claims 1-24** are canceled, only **claims 25-48** are presented to examiner for patentability consideration, refer to Pre-amendment filed Dec 27, 2004.

Specification

2. The abstract of the disclosure does not commence on a separate sheet in accordance with 37 CFR 1.52(b)(4). A new abstract of the disclosure is required and must be presented on a separate sheet, apart from any other text.

Drawings

3. The drawings filed on **Dec 27, 2004** are objected because item **135 of Figure 3** is not mentioned anywhere in **Detailed Description** section of **Figure 3**. Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the second Paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

In addition, 35 U.S.C. 112, sixth paragraph states that a claim limitation expressed in means-plus-function language as described in **re Donaldson Co., 16 F.3d 1189, 1195, 29 USPQ2d 1845, 1850 (Fed. Cir. 1994) (in banc)**.

"shall be construed to cover the corresponding structure...described in the specification and equivalents thereof." "If one employs means plus function language in a claim, one must set forth in the specification an adequate disclosure showing what is meant by that language. If an applicant fails to set forth an adequate disclosure, the applicant has in effect failed to particularly point out and distinctly claim the invention as required by the second paragraph of section 112."

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4. **Claims 25-43, and 47** are rejected under 35 U.S.C. 112, second Paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Regarding **claim 25**, the phrase "*reception of a privacy policy associated with said cookie*" on lines 5-6 must have been clearly presented as a separate step (e.g. said user agent receiving a privacy policy associated with said cookie).

Regarding **claim 27**, the phrase "*said received privacy policy*" on line 3 is not distinguished whether or not it is the same as "*privacy policy*" in **claim 25** – line 5. Examiner suggests using "*said privacy policy*" instead. The phrase "*cookie privacy policy*" on line 4 is not clearly distinguished whether or not it is the same as "*privacy policy*" in **claim 25** – line 5 or "*received privacy policy*" in **claim 27** – line 3.

Regarding **claim 31**, the phrase "*a stored cookie associated with said requested resource*" on line 4 is not clarified whether or not it was the same as "*a cookie*" on line 3.

Regarding **claim 33**, the phrase "*reception of a cookie-policy receipt from said user agent*" on lines 5-6 must have been clearly presented as a separate step (e.g. said content provider receiving a cookie-policy receipt from said user agent).

Regarding **claim 36**, the phrase "*said received privacy policy*" on line 2 is not distinguished whether or not it is the same as "*privacy policy*" in **claim 33** – line 3. Examiner suggests using "*said privacy policy*" instead. The phrase "*cookie*

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privacy policy” on line 3 is not clearly distinguished whether or not it is the same as “*privacy policy*” in **claim 33** – line 3 or “*received privacy policy*” in **claim 36** – line 2.

Regarding **claim 37**, the phrase “*reception of a privacy policy associated with said cookie*” on lines 4-5 must have been clearly presented as a separate step (e.g. said user agent receiving a privacy policy associated with said cookie from said content provider).

Regarding **claim 39**, the phrase “*said received privacy policy*” on line 2 is not distinguished whether or not it is the same as “*privacy policy associated with said cookie*” in **claim 37** – lines 4-5. Examiner suggests using “*said privacy policy*” instead. The phrase “*cookie privacy policy*” on line 3 is not clearly clarified whether or not it is the same as “*privacy policy associated with said cookie*” in **claim 37** – lines 4-5 or “*received privacy policy*” in **claim 39** – line 2. The term “*said comparison*” on line 4 is vague since there is no comparison (but only comparing means) mentioned previously in **claim 39**.

Regarding **claim 41**, the phrase “*said received privacy policy*” on line 2 is not distinguished whether or not it is the same as “*privacy policy associated with said cookie*” in **claim 37** – lines 4-5. Examiner suggests using “*said privacy policy*” instead.

Regarding **claim 43**, the phrase “*a stored cookie associated with said requested resource*” on line 2 is not clarified whether or not it is the same as “*a cookie*” in **claim 37** - line 2.

Regarding **claim 47**, the phrase "*said received privacy policy*" on lines 2-3 is not distinguished whether or not it is the same as "*privacy policy associated with said cookie*" in **claim 44** – line 5. Examiner suggests using "*said privacy policy*" instead. The phrase "*cookie privacy policy*" on line 3 is not clearly distinguished whether or not it is the same as "*privacy policy associated with said cookie*" in **claim 44** – line 5 or "*received privacy policy*" in **claim 47** – lines 2-3.

Claim Rejections - 35 USC § 101

5. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

6. **Claims 37-43; 44-47** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Regarding **claim 37**, "*a user agent*" is being recited; however, it appears that the user agent would be reasonably interpreted by a person of ordinary skill in the art as software, per se. Applicant's specification provides no explicit and deliberate definition of the user agent, and it appears that such would reasonably be interpreted as representative of the software, which causes the transmission of data to occur.

Claims 39-43 further disclose means for comparing, generating, presenting, authenticating, removing data of the user agent which clearly present that particularly claimed "*user agent*" as, indeed is, a software.

Regarding **claim 44**, "*a content provider*" is being recited, however, it appears that the content provider would be reasonably interpreted by a person of ordinary skill in the art as software, per se. Applicant's specification provides only limited definitions of the content provider [Page 25, Detailed Description, lines 16-21], and it appears that such would reasonably be interpreted as representative of the software, which causes the transmission of data to occur.

Claims 45-47 fail to resolve the deficiencies of **claim 44**, since the mechanisms of transmission of data clearly present that particularly claimed "*content provider*" as, indeed is, a software.

Note that software does not fall within a statutory category since it is clearly not a series of steps or acts to constitute a process, not a mechanical device or combination of mechanical devices to constitute a machine, not a tangible physical article or object which is some form of matter to be a product and constitute a manufacture, and not a composition of two or more substances to constitute a composition of matter.

Claim Rejections - 35 USC § 102

7. The following is a quotation of the appropriate Paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this Section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

8. **Claims 25-29; 33-36; 37-43**, as well as understood; **44-46; 47**, as well as understood; and **48** are rejected under 35 U.S.C. 102(b) as being anticipated by **Cranor et al. (Platform for Privacy Preferences Syntax Specification)**.

Regarding **claim 25**, Cranor et al. clearly show and disclose a method of managing cookies in a data processing system comprising the steps of:

a user agent requesting a resource associated with a cookie
(proposal) from a content provider (home page of CoolCatalog) [Page 45, Appendix 4].

said user agent transmitting, in response to reception of a privacy policy associated with said cookie (receipt of a proposal) [Page 16, Section 3.3.4, Paragraph 1], a cookie-policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] to said content provider, said cookie-policy receipt specifying whether a user

associated with said user agent accepts that said content provider provides said cookie to user equipment associated with said user agent.

Regarding **claim 26**, and **as applied to claim 25 above**, Cranor et al. further disclose a method wherein user agent transmitting said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 15, Section 3.3.3, Paragraph 1].

Regarding **claim 27**, and **as applied to claim 25 above**, Cranor et al. further disclose:

said user agent comparing said received privacy policy (proposal) with user preference to determine whether to enter into an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

said user agent generating said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] based on said comparison [Page 5, Section 1.3, Paragraphs 3-4].

Regarding **claim 28**, and **as applied to claim 27 above**, Cranor et al. further disclose a method when received privacy policy does not match user preference [Page 5, Section 1.3, Paragraph 4] comprising of:

said user agent presenting said received privacy policy for said user on said user equipment (shown to a human user); and

said user agent generating said cookie-policy receipt (agreementID / fingerprint of agreement) in response to a user-input signal.

Regarding **claim 29**, and **as applied to claim 25 above**, Cranor et al. further disclose [Page 5, Section 1.3, Paragraph 4]:

said user agent presenting said received privacy policy for said user on said user equipment (shown to a human user); and

said user agent generating said cookie-policy receipt (agreementID / fingerprint of agreement) in response to a user-input signal.

Regarding **claim 30**, and **as applied to claim 25 above**, Cranor et al. further disclose the step of authenticating said cookie-policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] with an authentication key (The MD5 algorithm is intended for digital signature applications, where a large file must be "compressed" in a secure manner before being encrypted with a private (secret) key under a public-key cryptosystem such as RSA or PGP) [Pages 41-44, Appendix 2] associated with said user agent.

Regarding **claim 33**, Cranor et al. clearly show and disclose a method of providing cookies in a data processing system where in a user agent requests a resource associated with a cookie from a content provider, said method comprising the steps of:

transmitting a privacy policy associated with said cookie to said user agent [Page 45, Appendix 4, Paragraph 4]; and

said content provider providing, in response to reception of a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] from said user agent (user agent sending out requested data including agreementID it is operating under to server) [Page 16, Section 3.3.4, Paragraph 1], said cookie to user equipment associated with said user agent if said cookie-policy receipt specifies that a user associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 34**, and **as applied to claim 33 above**, Cranor et al. further disclose a method wherein user agent transmitting said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 16, Section 3.3.3, Paragraph 1].

Regarding **claim 35**, and **as applied to claim 33 above**, Cranor et al. further disclose a method wherein, said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifies that a user associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements,

which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 36**, and **as applied to claim 33 above**, Cranor et al. further disclose a method wherein cookie policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] is generated based on a comparison between said received privacy policy and user preference [Page 5, Section 1.3, Paragraphs 3-4] that specifies an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

Regarding **claim 37**, Cranor et al. clearly show and disclose a user agent provided in a data processing system for requesting a resource associated with a cookie (data) from a content provider; said user agent comprising:

means for transmitting (communicating to the server using standard HTTP methods such as "GET" or "POST") [Page 13, Section 3.2, Paragraph 1], in response to reception of a privacy policy associated with said cookie (receipt of a proposal) [Page 16, Section 3.3.4, Paragraph 1], a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] to said content provider, said cookie-policy receipt specifying whether a user associated with said user agent accepts that said content provider provides said cookie to user equipment associated with said user agent [Page 5, Section 1.3, Paragraph 4].

Regarding **claim 38**, and **as applied to claim 37 above**, Cranor et al. further disclose that transmitting means (standard HTTP methods such as "GET" or "POST") [Page 13, Section 3.2, Paragraph 1] from user agent to content provider includes said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 15, Section 3.3.3, Paragraph 1].

Regarding **claim 39**, and **as applied to claim 37 above**, Cranor et al. further disclose:

means for comparing said received privacy policy (proposal/privacy practice) with user preference to determine whether to enter into an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

means for generating, connected to said comparing means, said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] based on said comparison [Page 5, Section 1.3, Paragraphs 3-4].

Regarding **claim 40**, and **as applied to claim 39 above**, Cranor et al. further disclose [Page 5, Section 1.3, Paragraph 4] a means for presenting said received privacy policy (proposal) for said user on said user equipment (shown to a human user); said generating means being adapted for generating said cookie-

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policy receipt (agreementID/fingerprint of agreement) in response to a user input signal.

Regarding **claim 41**, and **as applied to claim 37 above**, Cranor et al. further disclose [Page 5, Section 1.3, Paragraph 4]:

means for presenting said received privacy policy for said user on said user equipment (shown to a human user); and

means for generating said cookie-policy receipt (agreementID / fingerprint of agreement) in response to a user input signal

Regarding **claim 42**, and **as applied to claim 37 above**, Cranor et al. further disclose a means to authenticate said cookie-policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] with an authentication key (The MD5 algorithm is intended for digital signature applications, where a large file must be "compressed" in a secure manner before being encrypted with a private (secret) key under a public-key cryptosystem such as RSA or PGP) [Page 41, Appendix 2] associated with said user agent.

Regarding **claim 44**, Cranor et al. clearly show and disclose a content provider adapted for providing a requested resource associated with a cookie to a user agent in a data processing system, said content provider comprising:

means for transmitting a privacy policy associated with said cookie to said user agent (content/proposal is sent to user agent in a header, HTML header, or as referenced by URI) [Page 9, Section 2, Scenario 1, Protocol Scenario]; and

means for providing, in response to reception of a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] from said user agent (user agent sending out requested data including agreementID it is operating under to server) [Page 16, Section 3.3.4, Paragraph 1], said cookie to user equipment associated with said user agent if said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifies that a use associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 45**, and **as applied to claim 44 above**, Cranor et al. further disclose that a content provider receiving said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 15, Section 3.3.3, Paragraph 1].

Regarding **claim 46**, and **as applied to claim 44 above**, Cranor et al. further disclose means for providing said cookie-associated resource (content/proposal is sent to user agent in a header, HTML header, or as referenced by URI) [Page 9, Section 2, Scenario 1, Protocol Scenario] if said cookie-policy receipt specifies that said user accepts that said content provider provides said cookie to said user equipment (once the user has accepted the

agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 47**, and **as applied to claim 44 above**, Cranor et al. further disclose a content provider wherein cookie policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] is generated based on a comparison between said received privacy policy and user preference [Page 5, Section 1.3, Paragraphs 3-4] that specifies an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

Regarding **claim 48**, Cranor et al. clearly show and disclose a system for managing cookies in a data processing system comprising a user agent that requests a resource associated with a cookie (proposal) from a content provider [Page 45, Appendix 4], said system comprising:

means for providing a privacy policy associated with said cookie (content/proposal is sent to user agent in a header, HTML header, or as referenced by URI) [Page 9, Section 2, Scenario 1, Protocol Scenario];

means for transmitting a cookie-policy receipt, said receipt transmitting means being responsive to said privacy policy (user agent communicates to the server using standard HTTP methods such as "GET" or "POST") [Page 13, Section 3.2, Paragraph 1]; and

means for providing, in response to reception of a cookie-policy receipt from said user agent (user agent sending out requested data

including agreementID it is operating under to server) [Page 16, Section 3.3.4, Paragraph 1], said cookie to user equipment associated with said user agent if said cookie-policy receipt specifies that a use associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Page 10-11, Section 2, Scenario 5].

Claim Rejections - 35 USC § 103

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in Section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

10. **Claim 31-32 and 43** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cranor et al.** in view of **Mitchell et al. (Pat. No. US 6,959,420)**.

Regarding **claim 31**, Cranor et al. clearly show and disclose the claimed invention **as set forth in the rejection of claim 25 above**, in addition, Cranor et al. further disclose a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifying user not accepting a content provider provides cookie to user equipment. However, Cranor et al. do not

specifically disclose the step of removing previously stored cookie(s) associated with requested resource in user equipment.

In the same field of endeavor, Mitchell et al. disclose a method to evaluate web site platform for privacy preferences policy wherein operation for web site to persist, retrieve (referred to as replay) or delete its cookie data in the set of cookies on the user's machine being done through user input via a prompt [Detailed Description, column 7-line 56 to column 8- line 28].

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made that previously stored cookie(s) associated with a requested resource can be deleted through a user's input via a prompt as taught by Mitchell et al. in the system of Cranor et al. as described for preventing unauthorized content provider(s) to access and/or modify information / data from user's machine.

Regarding **claim 32**, Cranor et al. clearly show and disclose the claimed invention **as set forth in the rejection of claim 25 above**, in addition, Cranor et al. further disclose a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifying user not accepting a content provider provides cookie to user equipment. However, Cranor et al. do not specifically disclose further transmission(s) of cookie request command to user equipment from unauthorized content provider(s) will be automatically ignored.

In the same field of endeavor, Mitchell et al. disclose a method to evaluate web site platform for privacy preferences policy wherein user's response to the

prompt may be stored in association with a particular web site so that the user needs not again to be interrupted when this site is accessed [Detailed Description, column 12–lines 39-53].

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to acknowledge that when a request to set cookie on user's machine by a content provider is already rejected by user, followed requests by that particular provider will be ignored and/or automatically rejected by user agent as taught by Mitchell et al. in the system of Cranor et al. as described for preventing unauthorized content provider(s) to access and/or modify information / data from user's machine.

Regarding **claim 43**, Cranor et al. clearly show and disclose the claimed invention **as applied to claim 25 above**, in addition, Cranor et al. further disclose a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifying user not accepting a content provider provides cookie to user equipment. However, Cranor et al. do not specifically disclose what would happen to previously stored cookie associated with requested resource in user equipment.

In the same field of endeavor, Mitchell et al. disclose evaluation of web site platform with user's privacy preferences policy wherein there is a means for user agent to delete its cookie data in the set of cookies on the user's machine being done through user input via a prompt [Detailed Description, column 7–line 56 to column 8–line 28].

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Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to acknowledge that previously stored cookie can be deleted by the user agent through a user's input via a prompt as taught by Mitchell et al. in the system of Cranor et al. as described for preventing unauthorized content provider(s) to access and/or modify information / data from user's machine.

Conclusion

11. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Gordon et al. (Patent No. US 7,137,009 B1) teaches a method for securing a cookie cache in a data processing system.

Schran et al. (Pub. No. US 2002/0143770 A1) teaches a method for network administration and local administration of privacy protection criteria.


Cranor et al., "*The Platform for Privacy Preferences 1.0 (P3P1.0) Specification*" teaches the implementation of interoperable P3P applications.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Son T. Hoang whose telephone number is (571) 270-1752. The examiner can normally be reached on Monday - Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Dave Scherbel can be reached on (571) 272-4919. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.


DEBORAH J. REYNOLDS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 1800 OPT